

REMARKS

Claims 1-3, 16, and 17 have been amended to clarify the subject matter regarded as the invention. Claims 1-32 are pending.

The Examiner has rejected Claims 1-32 under 35 U.S.C. §102(e) as being anticipated by Davenport (U.S. Pub. No. 2003/0033236). The rejection is respectfully traversed.

Davenport describes a system in which buyers wish “to purchase different items of varying quantities for the cheapest overall price.” [0036]. In Davenport, the “total quantity of each item is referred to as a lot and is treated as an **indivisible unit** of some weight. Suppliers can bid on combinations of items; however, a **bid on any item has to be for the entire lot for that item.**” [0036]. Thus, in Davenport, if a purchaser is looking to purchase 100 pens, 500 pencils, and 200 erasers, a supplier may bid on supplying 100 pens, may bid on supplying 100 pens and 500 pencils, may bid on supplying 500 pencils and 200 erasers, etc. However, in Davenport, a supplier may not bid on supplying 5 pens, 2 pencils, and 10 erasers.

In the example discussed at [0081]-[0082] of Davenport, the buyer is attempting to purchase a total of three lots of distinct goods – a lot of item 1, a lot of item 2, and a lot of item 3. Supplier 1 places a bid on all three lots; Supplier 2 places a bid on just lot 1; and Supplier 3 places a bid on lots 2 and 3. In Davenport, the decision being made is whether to declare Supplier 1 the winning supplier of all three lots, or whether to declare Supplier 2 the winner of lot 1 and Supplier 3 the winner of lots 2 and 3.

In Davenport, the buyers thus pre-specify a quantity of each item they wish to purchase. In contrast, Claim 1 recites an optimal quantity that is “generat[ed]” as part of “an optimal solution.” Claim 1 is therefore believed to be allowable.

Claims 2-15 depend from Claim 1 and are believed to be allowable for the same reasons described above.

As with Claim 1, Claim 16 recites “the optimal solution having an optimal quantity” and is therefore also believed to be allowable.

Claim 17 recites “receiving at least one bid from a supplier, the bid having a unit price and a quantity” and “inputting a value for one of a new unit price and a new quantity.” As mentioned above, the portions of Davenport cited by Examiner ([0081]-[0082]) do not disclose these limitations. As such, Claim 17 is believed to be allowable.

Claims 18-20 depend from Claim 17 and are believed to be allowable for the same reasons described above.

As with Claim 1, Claim 21 recites “the optimal solution having an optimal quantity” and is therefore also believed to be allowable.

Claims 22-26 depend from Claim 21 and are believed to be allowable for the same reasons described above.

As with Claim 1, Claim 27 recites “the optimal solution having an optimal quantity” and is therefore also believed to be allowable.

Claims 28-32 depend from Claim 27 and are believed to be allowable for the same reasons described above.

The foregoing amendments are not to be taken as an admission of unpatentability of any of the claims prior to the amendments.

Reconsideration of the application and allowance of all claims are respectfully requested based on the preceding remarks. If at any time the Examiner believes that an interview would be helpful, please contact the undersigned.

Respectfully submitted,

Dated: 9/19/08



Robyn Wagner
Registration No. 50,575
V 408-973-2596
F 408-973-2595

VAN PELT, YI & JAMES LLP
10050 N. Foothill Blvd., Suite 200
Cupertino, CA 95014